

6944 N. Port Washington Road, Milwaukee, WI 53217 * 414-228-7337 * www.sporttours.net



**INTERNATIONAL TOUR
California State University,
Fresno Athletic Corporation
Como, Italy; Geneva, Switzerland; Paris, France**
August, 2018



This contract is for an international tour (hereinafter tour) made and entered into on September 5, 2017 by and between Sport Tours International, Inc. (hereinafter STI) and California State University, Fresno Athletic Corporation (hereinafter University) stipulates:

Sport Tours International Responsibilities

Transportation: Airfare from Fresno, CA to Milan, Italy; Paris, France to Fresno, CA. Ground transportation while in Europe to games, excursions (included in package) and from city to city.

Accommodations: Four-star hotel while in foreign countries for nine nights. 3 nights in Como, 3 nights in Geneva, 3 nights in Paris.

Meals: Breakfast daily.

Excursions/Sightseeing: Tour of Como, Ferry Ride on Lake Como, Tour of Bellagio, Bike Tour of Geneva, Day Trip to Montreux, Chocolate Tour, Tour of Paris, Entrance to the Louvre, Eiffel Tower Entrance, Seine Boat Tour.

Competition: Arrangements for three games.

Tour Escorts: Company escort & European guide will accompany the group.

California State University, Fresno Athletics Corporation Responsibilities

Team: Women's Basketball

Transportation: Ground transportation to and from Fresno airport. Any additional transportation needed in Europe beyond the scope of what is provided in package.

Travel and Rooming Lists: Provide full travel party and rooming list with all names and information in order to purchase airfare and secure hotel reservations by June 1, 2018.

Official Travel Party: Price is based off a minimum of 20 people in the travel party.

Passports: Obtain a passport that is valid for a minimum of 90 days after return date to the U.S.

International National Team Members: Confirm that travelers have the proper documentation needed to enter Europe and reenter the U.S.

Travel Insurance: Secure travel and medical insurance for each member of the travel party.

Meals: Lunch & Dinner Daily.

Miscellaneous: Incidental costs including, but not limited to, airline name change and cancellation fees, airline baggage costs, phone calls, Wi-Fi and internet, laundry, shopping, additional sightseeing and special requests.

Cost

\$4,695 per person double occupancy; \$5,595 per person single occupancy

*Cost is based off a flight of \$1,500. The per person rate will not change more than 1% unless the flight cost is over \$1,500.

University will be responsible for cost difference in flight over \$1,500.*

Payment Schedule

\$25,000 non-refundable payment due 30 days after return of signed contract

\$30,000 due February 2, 2018

Remaining balance due June 15, 2018

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Additional Terms

In the event of a circumstance, beyond the control of STI, that requires University to stay additional nights on the tour and/or modify its flight Itinerary, University will be responsible for any additional associated costs.

Cancellations and Refunds

If Sport Tours International cancels the tour for any reason, University will receive all money paid and will be released from all conditions of this contract.

If University cancels its participation in the tour for reason other than force majeure as state herein, all deposits and payments will be forfeited. In addition, University is responsible for paying documented unrecoverable expenses. University will be able to use remaining funds towards a future tour or in season event.

University will be responsible for any costs associated with individual rooming list or travel list name changes and cancellations after the original list has been submitted. Any individual cancellations within 30 days of departure will be charged the full contracted price.

Force Majeure: Sport Tours International is not responsible for the cancellation or delay of the tour if caused by an act of war, hostility, or sabotage; act of God; electrical, internet telecommunication outage or transportation interruption or other event outside its reasonable control. If the tour is cancelled due to Force Majeure, California State University, Fresno Athletic Corporation will receive all deposits and payments up to the date of cancellation less documented, unrecoverable expenses. Both parties will make reasonable efforts to mitigate the effect of a force majeure event.

Insurance Requirements: Insurance policies must be maintained during the term of the agreement and must have the following minimum limits:

(a)Comprehensive or Commercial form General Liability Insurance – Limits of Liability

\$2,000,000	General Aggregate
\$1,000,000	Each Occurrence-combined single limit for bodily injury and property damage

(b)Workers' Compensation limits as required by law with Employers Liability limits of \$500,000

Certificates of Insurance must name the following as additional insured's to the policy: The California State University, Fresno Athletic Corporation, the Bulldog Foundation, and California State University, Fresno are additional insureds for General Liability with respect to their co-promotion of the International Tour to Italy, Switzerland and France, when required by written contract or agreement per policy form(s).

Governing Law: Governing law will be the State of California.

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Indemnification Clause: Sport Tours International shall defend, indemnify and hold the State of California; the Trustees of the California State University; California State University, Fresno; California State University, Fresno Foundation, Inc.; the California State University Fresno Association, Inc.; the California State University Fresno, Athletic Corporation, Inc.; and their employees, officers, agents, and assigns (collectively and herein referred to as UNIVERSITY) harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the acts or omissions of Sport Tours International, its officers, agents, employees, subcontractors, and any other person or persons under Sport Tours International direct supervision or control.

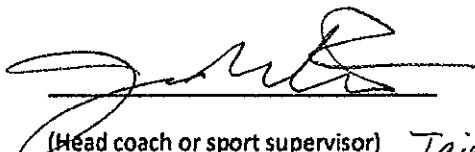
SPORT TOURS INTERNATIONAL:



Date: 11/22/17

Sallie Gordon

Recommended to be signed by:


(Head coach or sport supervisor)

Date: 11/22/17


Jaime White Head Coach

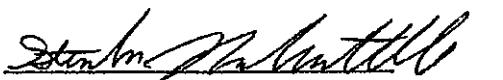
Authorized Signatory:

CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION


Deborah S. Adishian-Astone, Board Chair

Date: 11/18/17

California State University, Fresno Athletic Corporation


Stephen Robertello, Interim Director of Athletics
California State University, Fresno

Date: 11/14/17